SOLICITATION, OF	FER, 1.5	SOLICITATION NO.	2. TY	PE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
AND AWARD		3022-09-R-0003		SEALED BID (IFB)	13-Mar-2009	1 OF 31
(Construction, Alteration, or Repair)		3022-09-R-0003	X	NEGOTIATED (RFP)		101 31
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.						
4. CONTRACT NO.		5. REQUISITION/PURCHASE	REQUI	EST NO.	6. PROJECT NO.	
		F1N3BC9027A001				
7. ISSUED BY	CODE	FA3022		8. ADDRESS OFFER TO	(If Other Than Item 7)	ODE
14 CPTS-CONS/LGCA-FA3022 555 SEVENTH STREET SUITE 11 ENGR TEAM COLUMBUS AFB MS 39710-1006				See Item 7		
TEL:	FAX	(:		TEL:	FAX:	
9. FOR INFORMATION	A. NAME			B. TELEPHONE NO). (Include area code)	(NO COLLECT CALLS)
CALL:	ANGEL GAL	INDO		662-434-7767		
			SOLICI	TATION		
NOTE: In sealed bid solic	itations "off	er" and "offeror" mean '	"bid" a	and "bidder".		
10. THE GOVERNMENT REQU	JIRES PERFOR	RMANCE OF THE WORK DES	CRIBED	IN THESE DOCUMENTS	(Title, identifying	ı no., date):
THIS ACQUISITION IS A TOTA	AL SMALL BU	JSINESS SET-ASIDE				
MA GNITUDE OF THIS PROJE	CT IS BETWE	EN \$250,000 AND \$500,000				
NAICS CODE IS 237110 AND	SIZESTAND	ARD IS \$33,500,000				
OFFEROR MUST COMPLETE AND RETURN ALL PERTINENT INFORMATION CONTAINED IN THIS REQUEST FOR PROPOSAL TO INCLUDE SF 1442, SECTIONS K, AND SECTION L.						LUDE SF
OFFEROR MUST BE REGISTERED WITH A CURRENT ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA) AT HTTPS://ORCA.BPN.GOV						
				040		
11. The Contractor shall begin performance within 10 calendar days and complete it within 210 calendar days after receiving						
aw ard, X notice to proceed. This performance period is X mandatory, negotiable. (See)						
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)						
X YES NO	10					
13. ADDITIONAL SOLICITATIO				20	213 3	
A. Sealed offers in original an		_ copies to perform the w or				
local time 30 Mar 2009 shall be marked to show the		this is a sealed bid solicitation ame and address, the solicitation				elopes containing offers
B. An offer guarantee is,						
C. All offers are subject to the	e (1) w ork red	quirements, and (2) other pro	ovisions	s and clauses incorporated	in the solicitation in full te	ext or by reference.
D. Offers providing less than60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.						

			SOLICITA	ATION, OFFE	15		itinued)			
				(Construction			ed by offeror	1		
14. NAME AND ADD	ORESS OF C	OFFEROR	(Include ZIP		15. TELEPH		nclude area o			
			(111010000		10. 122311	0.112.110. (/	riorado aroa c			
					16. REMITT	ANCE ADDRES	SS (Includ	e only if differen	t than Item	1 14)
						o aman				
					See Item	14				
CODE		FACILITY CO	DDE							
17. The offeror agre										
accepted by the Go		ni animi na albana ana						ny number equa		ater than
the minimum requir	ements sta	ited in Item 1	3D. Failure to	o insert any num	ber means th	e offeror acce	epts the minin	num in Item 13D	.)	
AMOUNTS SE	E SCHEDU	LE OF PRICE	S							
18. The offeror agree	ees to furnis	sh any requi	red performan	ce and payment	bonds.					
			1	9. ACKNOWLED	GMENT OF A	MENDMENTS				
		(The offer	or acknowledges	s receipt of amendn	ents to the soli	citation give n	umber and date	of each)		
AMENDMENT NO.		T							79 C C C C C C C C C C C C C C C C C C C	
DATE		+		<u> </u>						
DATE										L
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			20B. SIGNA	TURE		20	C. OFFER	DATE		
			AWA	ARD (To be co	mpleted by	Government	')	•		
21. ITEMS ACCEPTE	D:									
22. AMOUNT		23. ACCOL	JNTING AND A	PPROPRIATION	DATA					
24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM						COMPETITION P		TO		
(4 copies unless otherwise specified)			10 (J.S.C. 2304(c)		41 U.S.C. 2	53(c)			
26. ADMINISTERED BY CODE		27. PAY	MENT WILL B	E MADE BY:	CODE	-				
		11						ļ		
		CONT	PACTING OF	FICER WILL CO	MDI ETE ITI	M 28 OR 20	AS APPLICA	RI F		
28. NEGOTIATE	D A GREEME		ractor is required					equired to sign this	document.)	
document and return	1000					2.000m 19940		accepted as to the		d. This award con-
to furnish and deliver				10. M. T. W. S.	100000000000000000000000000000000000000			of (a) the Governm		
on this form and any							ontract award.	No further contract	ual docume	nt is
contract. The rights a governed by (a) this c					necessa	у.				
representations, certif										
ence in or attached to								- C C C C C C C C	an r-1-1	
30A. NAME AND TIT TO SIGN (Type or	LE OF CON print)	ITRACTOR C	OR PERSON AU	JTHORIZED	31A. NAM	E OF CONTRACT	ING OFFICER	(Type	or print)	
30B. SIGNATURE		T	30C. DATE		TEL:		EM	AIL:		
			JUO. DATE		31B. UN	TED STATES	OF AMERICA		31C. AV	VARD DATE
					BY					

Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 1 Lump Sum

0001 1 Tower Maint for Elevated Water Tank

FFP

Contractor shall provide all labor, transportation and incidentals necessary to perform Repair and Maintainence of Elevated Water Tank, B355 in accordance with the attached Statement of Work.

FOB: Destination

MILSTRIP: F1N3BC9027A001

PURCHASE REQUEST NUMBER: F1N3BC9027A001

SIGNAL CODE: A

NET AMT

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT 0001 Destination

INSPECT BY Government ACCEPT AT Destination

ACCEPT BY

Government

CLAUSES INCORPORATED BY REFERENCE

52.246-12

Inspection of Construction

AUG 1996

F1N3BC

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

0001 210 dys. ADC 1 14CES/CECC-F1N3BC 555 SIMLER BLVD, SUITE 110

COLUMBUS AFB MS 39710-6010

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) - ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 210 calendar days after notice to proceed* The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed within 10 days after contractcontract award. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of clause)

Section G - Contract Administration Data

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

1. MATERIAL APPROVAL SUBMITTAL FORM (AF Form 3000)

The AF form 3000, Material Approval Submittal Form, Shall be used as the cover sheet for all material submittals. This sheet should follow exactly the number and sheet title of the AF Form 66 (Submittal Register). Materials must be submitted and approved prior to being used in performance of this contract. Contractor is responsible for identifying and locating required materials for submittals to include matching existing materials. The AF Form 66, Submittal Register requires the contractor to provide dates for when submittals are required to be approved in an attempt to keep the approval process on-time.

- A. You shall be given a copy of the Schedule of Material Submittals (Fm 66) to complete. Complete the column entitled "Date Ktr requires approval" and return to the contract administrator within 10 days. Insert a projected date in this column that you need each submittal approved by. Allow 10 business days for the submittal to be processed/approved. The government shall not be held liable for any incomplete or disapproved submittals which adversely impacts your timely completion of the project.
- B. An AF Form 3000 will be used for every submittal.

2. SCHEDULING WORK

- a. Before any of the work is initiated the contractor shall confer with the Contracting Officer or his representative(s) and agree on a sequence of procedure; means of access to premises and building; space for storage of materials and equipment; tasks, materials and use of approaches; use of corridors, stairways, elevators, communications, the location of partitions, eating spaces, and restrooms for contractor's employees and the like.
- b. Furniture and portable office equipment in the immediate area shall be moved by the contractor and replaced to original position upon completion of the work. If the work required by the contract will not allow furniture and portable office equipment to be replaced in its original position, new locations will be designated by the Contracting Officer's representative for replacement by the contractor.
- c. Delivery of materials and equipment shall be made with a minimum of interference to government operations and personnel.
- d. The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas which shall be completed before work in other sections or divisions have begun.
- e. The contractor shall obtain and complete an AF Form 103, Work Clearance Request, for any work involving utility disturbances, aircraft or vehicular traffic disturbances, or excavation. The final authority when the AF Form 103 is required is the Contracting Officer. A copy of the signed Work Clearance Request shall be given to the CO no later than 4-working days prior to initiation of subject work.
- f. The contractor shall obtain a welding permit from the base fire chief each time prior to performing any welding job.
- g. The contractor shall maintain, on all construction sites with work in progress, approved and applicable copies of the following: statements of work, Base Civil Engineer (BCE) work clearance requests, and welding permits.
- h. The contractor shall schedule all temporary outages of any utility services required for the performance of work with the CO in accordance with technical specifications.

3. PROGRESS SCHEDULES/REPORTS

a. An AF Form 3064, Contract Progress Schedule, is the only form accepted at CAFB for submitting progress schedules. The contractor will be supplied with an electronic SF 3064 and instructions on how to complete it upon award. This form should be completed and returned to the Contracting Officer representative within 10 days after contract award for approval. The form must be submitted as complete in both hard copy and electronic versions in order for it to be accepted. The hard copy shall be submitted as a submittal on AF Form 3000.

b. An AF Form 3065 will be used for submitting progress reports and must be submitted to the Contracting Office for approval. The AF Form 3065 must exactly follow the dated columns on the AF Form 3064. The periods of performance on the progress schedule must be segmented into bi-weekly periods.

3. GOVERNMENT LIABILITY

The government will not be liable for any loss or damage to the contractor's property, including stock, or for expense incidental to such loss or damage.

4. DESIGNATION OF GOVERNMENT FURNISHED PROPERTY ADMINISTRATOR

The Base Civil Engineer, or his authorized representative, is designated as property administrator for government furnished material (GFM) to be provided to the contractor for performance under this contract.

5. NOTICE OF AWARD

Award of a contract resulting from this solicitation may be made by the issuance of a written notice of award. Notwithstanding the requirement to execute formal contractual documents, a notice of award shall constitute a binding contract when such is mailed (or otherwise furnished) to the successful offeror.

6. RELEASE OF CLAIMS

Upon completion of the work and prior to final payment of each task order, the contractor shall be required to furnish to the Contracting Officer a "Release of Claims" as specified by the clause entitled, *Payments Under Fixed Price Construction Contracts*, (FAR 52.232-5).

7. REQUIRED INSURANCE (IAW FAR 28.306(b)

Reference FAR Clauses 52.228-5, Insurance- Work on a Government Installation

Upon receipt of the Notice to Proceed, the contractor shall complete the "Certificate of Compliance With Insurance Requirements" provided by the contracting officer. You are also required to maintain a copy of your and all subcontractor's insurance certificates.

- a. Workmen's Compensation and Employee Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employees' liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.
- b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.
- c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

8. SMOKING IN AETC FACILITIES

Contractors are advised that the Commander has placed restrictions on the smoking of tobacco products in AETC facilities. AFI 40-102, Tobacco Use in the Air Force, and its AETC supplement 1, outline the procedures used by the commander to control smoking in our facilities. Contractor employees and visitors are subject to the same restrictions as government personnel. Smoking is permitted only in designated smoking areas.

9. AVAILABILITY OF UTILITIES SERVICES

Notwithstanding the provisions of contract clause FAR 52.236-14, Availability and Use of Utility Services, all reasonable required amounts of water, gas, electricity, etc., essential to contract performance shall be made available, at no cost to the contractor, from existing systems, outlets, and supplies. All temporary connections, outlets, and distribution lines as may be required will be installed by the contractor at the contractor's own expense.

10. UTILITIES CONSERVATION

The contractor will be required to participate in government energy conservation programs. For the purpose of this contract, utilities such as water, electricity, etc., will be furnished by the government at no cost to the contractor. Long distance and Defense Switched Network (DSN) telephone services will not be provided.

11. DUTY HOURS AND LEGAL HOLIDAYS

The following Legal Holidays are observed by this base:

New Year's Day 1 January

Martin Luther King's Birthday
President's Day
Memorial Day

3rd Monday in January
3rd Monday in February
Last Monday in May

Independence Day 4 July

Labor Day

1st Monday in September
Columbus Day

2nd Monday in October
11 November

Veteran's Day

11 November

Thanksgiving Day

11 November

4th Thursday in November

Christmas Day 25 December

Note: If any of the above holidays fall on Saturday, the holiday will be observed the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday. Duty hours of Columbus Air force Base are 0730-1630. Any hours outside of this will be considered non-standard, and must be approved by the contracting officer.

12. FORCE PROTECTION REQUIREMENTS

In accordance with AFI 10-245 and AETC Sup 1 the following requirements apply to this contract.

- 1. Contractor personnel maybe required to participate in installation Anti-Terrorism/Force Protection exercises.
- 2. Contractor personnel will be subject to criminal background checks prior to being granted entry onto the installation.
- 3. Contractor personnel will comply with the implementation of higher Force Protection Conditions and will ensure that subcontractors are in compliance as well.
- 4. **Security Forces Background Investigation.** This contract is subject to a new policy dated 9 March 2009 that may be implemented during the course of this contract. The new policy letter and Security Forces SOW can be found attached to this solicitation. Required forms that will be required to be filled out for this policy can be supplied upon request.

13. Inspection

Final Inspection and Acceptance- Upon completion of the contract, the Air Force inspects all required work for acceptance.

- A. Normally a pre-final inspection is done before a final inspection; the result of the pre-final should be punch list items only. It is the responsibility of the contractor's Quality Control to minimize the punch list items found. NOT THE CE INSPECTOR.
- B. Schedule the pre-final inspection with the contracting officer within ten (10) days before the final inspection so major discrepancies found can be corrected before the contract expires.
- C. NO final inspections shall be conducted without a contracting representative in attendance.
- D. Office of responsibility for inspection shall be 14 CES/CECC, Construction Management, telephone No. 662-434-7957 and the office responsible for acceptance is 14 CPTS-CONS/LGCA, telephone No. 662-434-7796.

14. Base Passes

- A. Prime contractors ONLY are responsible to sponsor their employees and subcontractors on the base.
- B. All contractor passes will be issued at the Visitor's Center (Bldg 99).
- C. Prime contractors must submit a letter to the contracting officer with the following
- 1. Contract number
- 2. Contract Period of Performance (start & completion dates)

- 3. Employees names (alphabetically) (Last name, First name, Middle initial)
- 4. Social Security Number
- 5. A state issued identification and/or a valid driver's license.
- 6. Current proof of liability insurance and current registration for any vehicles that will be driven on base.

CLAUSES INCORPORATED BY FULL TEXT

5352.201-9101 Ombudsman.

As prescribed in <u>5301-9103</u>, insert the following clause: OMBUDSMAN (AUG 2005)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.
- (b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).
- (c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen, [The AETC ombudsman is the Chief, Business Operations Branch, HQ AETC/A7KB, 2035 First Street West, Randolph AFB TX 78150-4304, 210-652-5815 or lupe.beckett@randolph.af.mil]. Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.
- (d) The ombudsman has no authority to render a decision that binds the agency.
- (e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer. (End of clause)

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 1996)

- (a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- (b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and

registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate to obtain a vehicle pass.

- (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.
- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- (f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.
- (g) Failure to comply with these requirements may result in withholding of final payment.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	JAN 1997
	Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	SEP 2007
	Transactions	
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting	SEP 2006
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.215-2	Audit and RecordsNegotiation	JUN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime	JUL 2005
	Compensation	
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Ensure	FEB 1999
	Equal Employment Opportunity for Construction	
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for	FEB 1999
	Construction	
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of	fSEP 2006
	the Vietnam Era, and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans	SEP 2006
	Of The Vietnam Era, and Other Eligible Veterans	
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright	DEC 2007
	Infringement	

The harmonic and a first of the		
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment BondsConstruction	NOV 2006
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	OCT 2008
52.232-17		JAN 1986
	Assignment Of Claims	
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
	Registration	
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment,	APR 1984
50.006.10	Utilities, and Improvements	. nn .oo.
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.248-3	Value Engineering-Construction	SEP 2006
52.249-2	Termination For Convenience Of The Government (Fixed-	MAY 2004
32.275-2	Price)	WIA 1 2004
50 040 0 Alt I		CED 1006
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-	SEP 1996
50.040.40	Price) (May 2004) - Alternate I	1 DD 1001
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	DEC 2008
	Contract-Related Felonies	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7001	Disclosure of Ownership or Control by the Government of a	JAN 2009
	Terrorist Country	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	DEC 2006
	The Government of a Terrorist Country	
	таков поменя на	

252.223-7006	Prohibition On Storage And Disposal Of Toxic And	APR 1993
	Hazardous Materials	
252.232-7003	Electronic Submission of Payment Requests and Receiving	MAR 2008
	Reports	
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (FEB 2009)

(a) Definitions. As used in this clause--

Commercially available off-the-shelf (COTS) item-

- (1) Means any item of supply (including construction material) that is-
- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the

manufacture of the construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if--
- (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
- (ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

- (b) Domestic preference.
- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to the construction material or components listed by the Government as follows: None [Contracting Officer to list applicable excepted materials or indicate "none"]
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;

- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison Construction material description Unit of measure Quantity Price (dollars) \1\ Item 1 Foreign construction material.... Domestic construction material..... Item 2 Foreign construction material... Domestic construction material.....

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach

Include other applicable supporting information.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2009)

- (a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).
- (b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
- (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.
- (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--
- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.farsite.hill.af.mil/

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

None

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any <u>Defense Federal Acquisition Regulation Suplement</u> (48 CFR <u>Chapter 2</u>) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall
(1) Check all drawings furnished immediately upon receipt;
(2) Compare all drawings and verify the figures before laying out the work;
(3) Promptly notify the Contracting Officer of any discrepancies;

- (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

None

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) Representation. The Offeror represents that it:
- ____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- ____(2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Attachment 1- Wage Determination #MS080133, Building, dated 08/22/2008, Pages 1-3

Attachment 2- Statement Of Work, dated 26 January 2009, Pages 1-2

Attachment 3- Form 66 Submittals, dated 29 Jan 09, Page 1

Attachment 4- Drawing of Tower Facility 355, dated 10 Dec 82, pages 1, NOTE: Drawing IS NOT to be used for design purposes and should only be used for initial dimensions and estimation. Contractor are responsible for verifying all measurements and site conditions. Paint scheme IS NOT the same. Drawing is to be used for measurements only.

Attachment 5- Background Investigation Policy, dated Mar 09 2009, pages 1-6

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.236-28 Preparation of Proposals--Construction

OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

- 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)
- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is -----237110
- (2) The small business size standard is ----- \$33,500,000.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- () Paragraph (d) applies.
- (__) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
- (A) Are not set aside for small business concerns;

- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.
- (xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

- ----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
- ----(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
- -----(iii) 52.219-22, Small Disadvantaged Business Status.
 -----(A) Basic.
 -----(B) Alternate I.
- -----(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ----(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- ----(vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-Certification.
- ----(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- ----(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
- ----(ix) 52.227-6, Royalty Information.
- ---- (A) Basic.
- ---- (B) Alternate I.
- ----(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications

currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifyingchange by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

Section L - Instructions, Conditions and Notices to Bidders

PROPOSAL PREPARATION

Section L - PROPOSAL PREPARATION INSTRUCTIONS

- A. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all RFP requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the RFP terms and conditions and provide complete accompanying rationale. The response to this RFP shall consist of; Past Performance Information, Additional Information and Price Proposal.
- B. The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

C. Specific Instructions:

- 1. PAST PERFORMANCE INFORMATION Limited to no more than last five (5) recent and relevant contracts. Only references for same or similar type contract desired. Submit one (1) copy.
 - (a) The government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this RFP. The government will use information submitted by the offeror and other sources such as other Federal Government offices and commercial sources, to assess performance. Limit references for work performed to the last three (3) years. Offerors must provide information on all contracts (maximum of last five (5) consecutive contracts) performed during the past 3 years. If the Government discovers that offerors have neglected to include required past performance information, their proposal may be removed from further consideration. Relevant contracts include those where the past/present performance effort involved much of the magnitude of effort and complexities this RFP requires. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. However, this information will be considered less relevant than that of the prime contractor submitting a proposal under this RFP
- (b) In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.
- (c) If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past/present performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts.

2. ADDITIONAL INFORMATION – Submit one (1) copy

**Contractor must submit a signed letter attached to the RFP certifying the following: **

That you have available to you, at your immediate disposal, all equipment necessary to include at least; sandblasting operation and equipment, welding certification and equipment, shroud to cover the entire tower area while removing and applying the paint on the entire tower surface, ability to collect the lead-based residue blasted from the tank surface (lead abatement). That you can pass inspection for a clean work environment, proper safety

equipment that meets OSHA standards including fall protection and confined space entry and control, and adequate personnel to meet the required performance schedule.

3. PRICE PROPOSAL - Submit one (1) copy.

- (a) Complete blocks 14, 15, 16, 17, 19, and 20a-c of the SF 1442, RFP, Offer, and Award. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP Sections A through K. These sections constitute the model contract.
 - (b) Insert proposed unit and extended prices in Section B for each Contract Line Item Number (CLIN).
- (c) Complete the necessary fill-ins and certifications in Sections I through K. Section K shall be returned in its entirety. For Sections C through I, the offeror shall submit only those pages that require a fill-in.
- D. Documents submitted in response to this RFP must be fully responsive to and consistent with the following:
- 1. Requirements of the RFP (Contract Line Items Numbers (CLINs) & Specifications, and government standards and regulations pertaining to the Specifications.
 - 2. Evaluation Factors for Award in Section M of this RFP.
- 3. Any limitation on the number of proposal pages. Pages exceeding the page limitations set forth in this Section L will not be read or evaluated, and will be removed from the proposal.

4. Format for proposal attachments shall be as follows:

- (a) A page is defined as one face of an 8 ½" x 11" sheet of paper containing information.
- (b) Typing shall not be less than 12 pitch.
- (c) Elaborate formats, bindings or color presentations are not desired or required.
- (d) Offeror identification, such as name and logos, will only be on the cover page.

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52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum,

information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fix type contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 14th Comptroller and Contracting Squadron, 555 Seventh Sr. Suite 113, Columbus AFB, MS 39710.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) An organized site visit has been scheduled for-Thursday 19 Mar 2009, at 1:00 P.M. CST
 - (c) Participants will meet at- Columbus AFB Visitor Center
 Columbus, MS 39705
 For questions or direction please contact A1C Angel Galindo at (662)434-7767

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

BASIS FOR CONTRACT AWARD Section M BASIS FOR CONTRACT AWARD

A. This is a competitive best value source selection in which competing offerors' past performance history will be evaluated on a basis *significantly more important than*, cost or price considerations. The best value technique chosen for this particular acquisition is *Performance Price Tradeoff (PPT)*. The PPT approach permits tradeoffs between price/cost and past performance, and will include an evaluation for technical acceptability.

- 1. Proposals that are unrealistic in terms of price or are technically unacceptable may be rejected at any time during the evaluation process. Discussions or negotiations <u>may</u> be conducted with all offerors in the competitive range. Offerors <u>may</u> be required to participate in telephone discussions. Offerors are cautioned to follow the detailed instructions fully and carefully, as the Government reserves the right to make an award based on initial offers received, without discussion of such offers.
- 2. By submission of its offer, the offeror accedes to all RFP requirements, including terms and conditions, representations and certifications, and technical requirements, to be determined technically acceptable. All such offers shall be treated equally except for their technical acceptability, prices, and performance records. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the RFP terms and conditions and provide complete accompanying rationale. The evaluation process shall proceed as follows:
- B. **Technical Evaluation**. Initially offers shall be evaluated independently of the cost/price proposal evaluation to determine the offeror's compliance with the technical requirements of this RFP. The government may make a final determination as to the rating of an offer based on the proposal as submitted without requesting any further information. Offeror's proposals will be evaluated against the following factors:
- 1. Qualifications. Your company must provide at least 3 references with email address, phone numbers and names of those references that can answer questions about your past experience and performance in painting water towers or similar structures. These references should include locations and contract numbers where you last painted a water tower or similar structure. The projects submitted or referenced must be recent and relevant (see specific instructions in Section L, para (C)(1)).
- 2. Evaluators will rate the offeror's technical proposal, which falls within one of the following ranges according to the degree to which the offeror meets the minimum requirements described above.

Acceptability Ratings:

RATING	DEFINITION
Acceptable	Meets specified minimum performance or capability requirements necessary for acceptable contract performance.
Reasonably Susceptible of Being Made Acceptable	An approach which, as proposed, does not meet specified minimum performance/capability requirements necessary for performance due to error(s), omissions(s) or deficiency(ies) which, in the view of the

	government, may be corrected through discussions without significant revision of the proposal.
Unacceptable	Does not meet specified minimum performance or capability requirements necessary for acceptable contract performance without a major rewrite or significant revision of the proposal.

Relevancy Definition:

- VERY RELEVANT: Past/present performance programs involved essentially the same magnitude of
 effort and complexities this RFP requires.
- RELEVANT: Past/present performance programs involved much of the magnitude of effort and complexities this RFP requires.
- SOMEWHAT-RELEVANT: Past/present performance programs involved some of the magnitude of effort and complexities this RFP requires.
- NOT RELEVANT: Past/present performance programs did not involve any magnitude of effort and complexities this RFP requires.

Recency Definition:

Limit references for work performed to the last three (3) years. Offerors must provide information on all contracts (maximum of last five (5) consecutive contracts) performed during the past 3 years. If the Government discovers that offerors have neglected to include required past performance information, their proposal may be removed from further consideration.

C. Past Performance Evaluation.

- 1. Using questionnaires, the Contracting Officer shall seek relevant performance information <u>only on the five</u> (5) lowest offerors that are rated technically acceptable. Relevant performance includes performance of efforts involving (<u>Painting of Water Towers or similar structure</u>) that are similar or greater in scope, magnitude and complexity than the effort described in this RFP. (see relevancy definitions above)
- 2. The Government reserves the right to seek information on higher priced offerors if none of the lower priced offerors receive a "Substantial Confidence" performance assessment. The purpose of the past performance evaluation is to allow the Government to assess the offeror's ability to perform the effort described in this RFP, based on the offeror's demonstrated present and past performance. The assessment process will result in an overall performance confidence assessment of "Substantial Confidence", "Satisfactory Confidence", "Limited Confidence", "No Confidence", or "Unknown Confidence", as defined in AFFARS Mandatory Procedures 5315.204-5(c), Table 3. Past performance regarding predecessor companies, key personnel who have relevant experience, or sub-contractors that will perform major or critical aspects of the requirement will not be considered as highly as past performance information for the principal offeror. Offerors with no relevant past or present performance history shall receive the rating "Unknown Confidence," meaning the rating is treated neither favorably nor unfavorably. The following rating definitions apply:

Definition
Based on the offeror's performance record, the government has a high
expectation that the offeror will successfully perform the required effort.
Based on the offeror's performance record, the government has an
expectation that the offeror will successfully perform the required effort.
Based on the offeror's performance record, the government has a low
expectation that the offeror will successfully perform the required effort.
Based on the offeror's performance record, the government has no
expectation that the offeror will be able to successfully perform the
required effort.
Toquiros onors
No performance record is identifiable or the offeror's performance
record is so sparse that no confidence assessment rating can be
reasonably assigned.

- 3. In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.
- 4. If the lowest priced evaluated offer is judged to have a "Substantial Confidence" performance confidence assessment, that offer represents the best value for the government and the evaluation process stops at this point. Award shall be made to that offeror without further consideration of any other offers.
- 5. The Government reserves the right to award a contract to other than the lowest priced offeror if the lowest priced offeror is judged to have a performance confidence assessment of "Satisfactory Confidence" or lower. In that event, the Source Selection Authority shall make an integrated assessment best value award decision.
- 6. Offerors are cautioned to submit sufficient information and in the format specified in Section L. Offerors may be asked to clarify certain aspects of their proposal (*for example*, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting officer reserves the right to award a contract without the opportunity for proposal revision.
- 7. The Government intends to award a contract without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in its best interest.
- D. **Price/Cost Evaluation**. An offeror's proposed prices will be evaluated for completeness and reasonableness. Unrealistically low proposed costs/prices may be grounds for eliminating a proposal from competition either on the basis that either the offeror does not understand the requirement or the offeror has made an unrealistic proposal.